सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 11,000

e-Stamp

Certificate No.	:	IN-KA42443228548912U
Certificate Issued Date	:	27-Sep-2022 11:39 AM
Account Reference	:	SHCIL (FI)/ ka-shcil/ MALLESHWARAM1/ KA-GN
Unique Doc. Reference	:	SUBIN-KAKA-SHCIL955623192886 47U
Purchased by	:	PANDURANGA E
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER R R NAGAR DIVISION B B M P
Second Party	:	PANDURANGA E
Stamp Duty Paid By	:	PANDURANGA E
Stamp Duty Amount(Rs.)	:	11,000 (Eleven Thousand only)

सत्यमेव जयत

Authorised Signatory
for Stock Holding Corporation of India Ltd

PANDURANGA E IN-KA42443228548912U RS. 11,000 27-SEP-2022 11:39 AM

Please write or type below this line

CONTRACT AGREEMENT

Agreement No: EE/RRND/Agreement/ 65 /2022-23 Date: 27.09.2022.

This agreement made on **27th day of September 2022**, between **Executive Engineer, Rajarajeshwarinagar division**, Bruhat Bengaluru Mahanagara Palike, Bengaluru (hereinafter called "the Employer") on one part and The **Panduranga E,** #X25, Pipeline Main Road, Malleshwaram, Bangalore-560003. (Here in after called "The Contractor") on the other part.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Scanned with CamScanner

Whereas, the employer is desirous that the Contractor execute the following work of **"Comprehensive Development of Roads & Drains in JP Park, Yeshawanthapura, Jalahalli and Surrounding areas in W No.16, 17 and 37 under PACKAGE- 2022-23 RRN-DIV-(15)"** and the employer has accepted the tender by the Contractor for the execution and completion of the above work and the remedying of any defects therein at a contract price of **Rs.9,50,91,478.00(Rs. Nine Crores fifty lakhs ninety one thousand four hundred and seventy eight only)(excluding GST)** which is **+4.50% Above** when compared to the rates of CSR of 2021-22.

NOW THIS AGREEMENT WITNESS as follows:

1. In this Agreement the words and expression shall have the same meanings are respectively assigned to them in the conditions of Contract here in after referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. The tender conditions which were accepted and signed by the Contractor will be a part and parcel of this agreement.
3. In consideration of the payments to be made by the employer to the contractor as here in after mentioned, the Contractor hereby covenants with the employer to execute and complete the Works and remedies any defects therein in conformity in all aspects with the provisions of the Contract.
4. The employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract and appended to this agreement, subject to statutory recoveries of the tax and levies such as GST, income tax, sales tax, VAT, etc…., at the rates prescribed by Government from time to time.
5. The following documents shall be deemed to form and be read and construed as part of this
   a. Agreement, viz:
   b. Letter of Acceptance;
   c. Notice to proceed with the works;
   d. Contractor's Tender;
   e. Contract Data;
   f. Conditions of contract (including Special Conditions of Contract);
   g. Specifications;
   h. Drawings;
   i. Bill of Quantities;

   Any other document listed in the Contract Data as forming part of the contract.
6. The aforesaid documents shall be taken as complementary and mutually explanatory to one another, but in case of ambiguities or discrepancies, the document first shall take precedence in the order set out above and the above said document from 5(a) to 5(i) shall be part and parcel of Agreement.
7. The date of commencement of work, starts from the day of the agreement.
8. In the consideration of the contractor hereby covenants with the Employers to the Contractor as here in after mentioned, the contractor hereby covenants with the Employers to execute, complete, and maintain the works in conformity in all respects with the provision of the contract. works after expiry of defect liability period.

Scanned with CamScanner

9. Special Conditions

Consequent upon the decision to entrust the above work along with the complete possession of the site, on item rate basis, it is summarised as follows. This forms part of the Contract.

a. Total value of the work as detailed in: **Rs.9,50,91,478.00 (Rs. Nine Crores fifty lakhs ninety one thousand four hundred and seventy eight only)(excluding GST)**, Annexure-1

b. Time of Completion: 06 months inclusive of Monsoon period from the date of this agreement.

c. Period of Maintenance of Defect Liability (DLP): 12 Months from the date of issue of completion certificate by Competent Authority.

d. Taxes: All taxes at current rates including works contract tax, GST, Turnover tax etc.., will be borne by the Contactor.

10. The Item rate offer shall be inclusive of cost of ancillary works and cost of all labour and materials, tools and plants and machinery required for completing the Work.

11. Disposal of excavated earth, removal of excess earth from the site shall be done as per the directions of BBMP representatives with all leads and lifts.

12. The contractor shall maintain in good condition all work executed till the completion of the entire work allotted.

13. Program of Work: - Time is the essence of the contract and it shall be clearly understood that the contractor is bound to complete the work in every respect, within the time specified in the tender documents as described.

14. Penalty for delay - In respect of shortfall in progress assessed as due to delay on the part of the contractor, shall be liable to pay penalty specified in the tender document.

15. Any disputes will be under the jurisdiction of civil courts of Bengaluru.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

Contractor

Executive Engineer
Rajarajeshwarinagara Division
Bruhat Bengaluru Mahanagara Palike

Witnesses:

1.

2.

Scanned with CamScanner